



Request for Proposals

For

**The State of Washington
Department of Corrections**

Work Release Facility

CRFP6853
Issued: April 5, 2006



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Section 1

1.1 Introduction

1.1.1 Overview

The Washington State Department of Corrections is soliciting proposals for existing residential/office space consisting of approximately 40,000 usable square feet located in the geographical boundaries of Pierce County, Washington suitable for a 75-bed work release facility. The Department of Corrections' goal in providing work release programs is to assist offenders in making a successful transition into the community from an institutional setting. The offender participating in the program moves to a less structured environment while being supervised by the state with the assistance of contract staff.

This Request for Proposals is expected to result in the identification of existing residential/office space to house a work release facility. The Department intends to enter into a lease after final selection is made in accordance with state and local requirements. The Department intends to relocate the work release program currently operated by Progress House Association in Tacoma, Washington to the selected facility.

1.1.2 Funding

The Department makes no guarantee that it will lease any proposed existing residential/office space. No Vendor whose proposal is selected for further consideration as a result of this RFP is assured of receiving a lease offer from the Department.

1.1.3 Authority to Acquire Work Release Facilities

RCW 72.65.080 authorizes the Department of Corrections to acquire, by lease or contract, appropriate facilities for the housing of work release participants and providing for their subsistence and supervision. The locations of such facilities are subject to the zoning laws of the city or county in which they are situated.

The Department of Corrections is a cabinet-level agency. The Department is divided into the Office of the Secretary, the Divisions of Administrative Services, Prisons, and Community Corrections, and the Departments of Communications, Health Services, and Risk Management.

1.1.4 Definitions

The following terms and abbreviations are defined as used herein:

Advisory Committee: Department advisory committee composed of local elected and/or public officials, local law enforcement heads, interested citizens and department staff.

Apparent Successful Vendor: Vendor who's proposed existing residential/office space is given Preliminary Approval by the Secretary. The identification of a Vendor as an Apparent Successful Vendor does not constitute an award of a lease under this RFP.

DOC or Department: The state of Washington, Department of Corrections.

Existing Residential/Office Space: A building, with at a minimum, footings, foundations, and a roof in place, meeting or exceeding the advertised square footage required. Also called the facility.

Fully Serviced Lease Rate: Lessor pays for all building expenses and operating costs. These expenses and operating costs include, but are not limited to: property taxes and property assessments, insurance, storm water, water, sewer, irrigation water, garbage collection, electricity, natural gas, elevator service, janitorial service (including interior and exterior window washing), restroom supplies, light bulbs and fluorescent tubes (for all interior and exterior lighting fixtures), landscaping maintenance, parking lot maintenance, building maintenance and repair (as described in DOC Standard Lease Document), and property management.

RFP Coordinator: The individual noted in Section 3.1.2 or designee.

RFP: Request for Proposals. A documented, formal acquisitions process providing an equal and open opportunity to submit a proposal.

State: The government of the state of Washington, including all its organizational sub-parts.

Unserviced Lease Rate: Lessor pays for property taxes and property assessments, insurance, storm water, irrigation water, elevator service, landscaping maintenance, parking lot maintenance, exterior light bulbs and tubes, building maintenance and repair (as described in DOC Standard Lease Document), and property management.

Vendor: Any individual or organization having legal authority through ownership or as agent/broker for such owner to offer for lease existing residential/office space being solicited through this RFP, whether or not the Vendor elects to submit a proposal.

Section 2

2.1 General Requirements

This RFP is issued to identify existing residential/office space in Pierce County suitable to house and meet the program needs of a 75-bed work release facility. A Vendor may submit a proposal for any existing residential/office space meeting or exceeding the outlined program requirements and the Department's Leased Space Requirements, by the proposed occupancy date. The Vendor must provide written documentation of control of the property through valid purchase or option to purchase contract, or fee ownership or long-term lease.

The building, consisting of approximately 40,000 usable square feet of air-conditioned residential/office space, is to be constructed to meet an I-3, condition 1 occupancy type per the International Building Code (equivalent to Group R-2 construction). The property must currently be zoned to allow this occupancy type. The existing residential/office space must also meet the Adult Community Residential Services standards of the American Correctional Association (ACA).

Subsection 2.3.5 defines the programs expected to be provided by separate contract with a work release provider.

Vendors are not to respond directly to Subsection 2.3 in their proposals. Information in Subsection 2.3.5 is intended to be helpful in completing the Vendor's response to the proposal requirements described in Sections 5, 6 and 7 of this RFP.

2.2 General Background

The Department of Corrections, an executive-branch agency of the Washington State government, employs over 8,000 men and women to administer and supervise over 17,000 offenders housed in 15 institutions and 15 work release facilities. In addition, there are over 44,000 offender field cases, of which over 28,000 are supervised offenders in the community. Department facilities vary significantly in size and geographic location, with the largest employing nearly 1,500 staff members, and the smallest employing fewer than five staff members.

2.3 Lease Term and Payment of Commission

2.3.1 Lease Term

The initial term of any lease resulting from this RFP will begin as soon as all tenant improvements have been completed and necessary permits received and continue through December 31, 2016("Initial Term"). Unless terminated earlier, at the end of the Initial Term and each one (1) year period thereafter until December 31, 2026, the Department may extend the term of the lease for an additional one-year period under the same terms and conditions. The decision to extend the term of the lease shall be at the sole discretion of the Department.

2.3.2 Commission

Although the Department encourages brokers to submit proposals, the Department does not retain real estate brokers or pay commissions.

2.3.3 Brokers/Agents

Brokers or agents must include documentation from the legal owner(s) of the property authorizing the broker's or agent's submittal with each proposal. This documentation must clearly state the name of the legal owner, the name of the authorized broker or agent, and the location of the building and it must be signed and dated by the legal owner.

2.3.4 Right of Ownership and Confidentiality

The Department shall own all data collected and stored, and other forms and reports produced in the performance of services rendered under contract from this RFP.

2.3.5 Programmatic Expectations

The following are services offered by a work release contractor. Residential, security and case management services are provided directly by the contractor. Employment assistance and substance abuse programming may be provided directly by the contractor, by subcontract or by referral. When available, community resources are included by the contractor when providing these services.

2.3.5.1 Residential Services

Residential services include provision of sleeping quarters, activity areas, food services and arranging for the availability of medical care and health services.

2.3.5.2 Security Services

Security services include provision of staff on a 24 hour a day, seven-day per week basis to assure the security of the facility and the offenders.

2.3.5.3 Employment Assistance

Employment assistance to assist offenders to enhance their employment seeking skills, job development and employment retention services.

2.3.5.4 Substance Abuse Programming

Substance abuse services to provide relapse prevention and treatment services. The substance abuse program must provide linkage to community based programs and a referral service to assist offenders in transitioning into the community.

2.3.5.5 Case Management

Case management services offered by the contractor are to be in conjunction with the overall case plan as determined by the assigned CCO. Examples of such services include assisting the offender with transportation, reviewing offender job search efforts, referral to community services, assistance with post release planning, and work with significant others in the offender's life.

Additional program enhancements may include such services as Survival Skills classes; Adult Basic Education; vocational training; Anger/Stress Management classes; sexual offender treatment; community volunteer programs such as Interaction Transition, Alcoholics Anonymous, Narcotics Anonymous; local college interns to offer one to one services; mental health counseling; parenting and health and education classes.

Section 3

3.1 RFP Rules and Procedures

3.1.1 Issuing Office, Contact with the State

The RFP Coordinator is the sole point of contact between Vendors and the Department with regard to this RFP from the date of its release until the Advisory Committee submits its recommendations to the Secretary and preliminary selection of one of the sites is made. Any attempt by a Vendor to contact the Department other than through the RFP Coordinator concerning this RFP during that time may be cause to disqualify the Vendor from further consideration in this RFP. All requests for copies of the RFP, questions, and requests for clarification should be directed only to the designated RFP Coordinator identified below. Contact after announcement of the preliminary selection is governed by the protest procedures outlined in this RFP

3.1.2 RFP Coordinator

The RFP Coordinator designated for this RFP is Gary Banning. In the event that the RFP Coordinator is not available, another DOC staff person shall be designated to serve as RFP Coordinator in his/her absence.

All communications pertaining to this RFP must be directed only to the RFP Coordinator, or designee, as follows.

Department of Corrections
Attention: Gary Banning
Contracts, and Legal Affairs Section
Re: CRFP6853
PO Box 41114
Olympia, WA 98504-1114
E-mail: glbanning@doc1.wa.gov

3.1.3 Conditions

Proposals are invited and will be accepted subject to the following conditions and rights of the Department. The Vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the entire proposal as non-responsive.

3.1.4 Only Source for Proposal Requirements

Proposals are to be based only on this RFP, subsequent amendments, if any, and the written questions and answers published to all Vendors. Vendors are specifically instructed to disregard any previous materials, including previous RFPs or RFP drafts if any were issued, and any oral representations the Vendor may have been given.

3.1.5 Proposal Preparation Costs

Neither the state of Washington nor the Department will be liable for any costs associated with the preparation of a proposal, a presentation by the Vendor, or for any other activity conducted in response to this RFP. Vendor activity is voluntary on the part of the Vendor and is done with the understanding that no costs incurred will be reimbursed by the state of Washington or the Department.

3.1.6 No Obligation to Lease

This RFP does not obligate the Department or the state of Washington to award or execute a lease for residential/office space specified herein.

3.1.7 RFP Schedule

All Vendors must adhere to the following RFP schedule. The Department reserves the right to revise this schedule if necessary in accordance with Subsection 3.1.17.

Event	Date
1. Issue RFP	April 5, 2006
2. Written Complaints Due	April 12, 2006
3. Vendors Written Questions Due	April 19, 2006
4. Pre-proposal Conference	April 19, 2006
5. Issue Department's Responses to Vendor Questions on or before	April 26, 2006
6. Letter of Intent Due	May 2, 2006
7. Proposals Due	May 19, 2006 at 4:00 p.m. Local Time
8. Evaluation Period	May 22 – June 14, 2006
9. Advisory Committee Recommendations (on or before)	June 16, 2006
10. Announcement of Preliminary Selection (on or before)	June 23, 2006

3.1.8 Letter of Intent

Letters of intent to respond to this RFP must be submitted to the Contracts and Legal Affairs Section and received by May 2, 2006. Letters must indicate the number of sites, site locations and number of beds for which bid(s) will be made. Proposals received by those Vendors that have not submitted a letter of intent to respond to this RFP will not be accepted and will be returned to the sender.

3.1.9 Pre-Proposal Conference

A Pre-Proposal Conference will be held from 1:30 PM to 3:30 PM, Pacific Daylight Savings Time (PDST) April 19, 2006, at Department of Corrections Headquarters, Cascade Conference Room 3rd Floor, Room 3004, 7345 Linderson Way SW, Tumwater, Washington.

This conference is to allow Vendors to seek clarification and additional information about this RFP. Attendance is not mandatory. A copy of questions and answers from the conference will be provided to all Vendors who attend the Pre-Proposal Conference and to those Vendors not in attendance who request, in writing, a copy of such information and who have submitted a Letter of intent to submit a proposal.

3.1.10 Vendor's Questions and State's Responses

Vendors may submit written questions and requests for clarification pertaining to this RFP to:

Department of Corrections
Attention: Gary Banning, RFP Coordinator
Re: CFP6853
PO Box 41114
Olympia, WA 98504-1114
FAX: (360) 664-2009
E-mail: glbanning@doc1.wa.gov

Vendor's questions **must be in writing** and may be sent by mail or electronic mail. Questions received after the deadline date stated in the RFP Schedule (Subsection 3.1.7) will not be answered. The Department will attempt to answer all questions received provided that the Department receives them no later than April 19, 2006.

The basic content of all Vendors' questions and the Department's responses to the questions will be published and sent via mail or electronic mail to each Vendor. The Vendor's questions and the Department's responses to the questions will also be published on the Department's website

at www.wa.gov/doc. The Department intends to provide the answers to all submitted written questions on or before April 26, 2006, in one single document. If a Vendor does not receive the list of Vendor questions and Department responses by close of business on April 26, 2006, then the Vendor shall either contact the RFP Coordinator to request such list, or access the above listed website to review such list. Authors of questions will not be identified in this published document.

The Department's position as set forth in the published Vendor's questions and the Department's responses shall take precedence over the RFP, if a conflict exists between the two documents.

The only official answers and position of the state of Washington with regard to Vendor's questions will be those stated in writing.

3.1.11 Complaints

Vendors may submit a complaint to the RFP Coordinator prior to responding to the RFP if a Vendor believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint shall be made in writing before the due date as shown in Subsection 3.1.7 of the RFP. The Department's solicitation process may continue. The Department's Contracts and Legal Affairs Section will review the complaint. The Department will reply to the Vendor with a proposed solution, if deemed appropriate. The resulting decision is final with no further administrative appeal available

3.1.12 Cancellation or Reissuance of the RFP

The Department reserves the right to cancel or reissue the RFP, in whole or in part, for any reason at the sole discretion of the Department at any time prior to the execution of a written lease. Canceling or reissuing the RFP acts as a rejection of all proposals.

3.1.13 RFP Amendments

The Department reserves the right to amend this RFP. Amendments, if any are issued, will be sent to all Vendors who request the RFP, and posted on the Department website at www.doc.wa.gov/RFQ/rfq.htm. If any Vendor has reason to doubt whether the Department is aware of the Vendor's interest, it is incumbent on the Vendor to either check the above listed website or to notify the Department to be sure that amendments are received. Notice to the RFP Coordinator may be sent by mail or e-mail.

If a conflict exists or may exist between amendments or between an amendment and the RFP, the document having the latest date shall take precedence. For this purpose only, the published Vendor's questions and the Department's responses shall be considered an amendment to the RFP.

3.1.14 Alternate or Multiple Proposals

A Vendor may submit one or more proposals. Each proposal must meet all RFP requirements and will be evaluated independently of the other.

3.1.15 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal due date and time. A written request signed by an authorized representative of the Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the proposal due date and time.

All proposals submitted that are not withdrawn before the proposal due date and time shall remain valid for 180 days following the proposal due date. Proposals which specify expiration in less than 180 days will be considered non-responsive and will be rejected.

3.1.16 Waiver of Minor Administrative Irregularities

The Department reserves the right, at its sole discretion, to waive minor administrative irregularities in any proposal received. It shall be understood by the Vendor that the proposal is

predicated upon acceptance of all the terms and conditions contained in the RFP unless the Vendor has obtained such waiver in writing from the Department prior to submission of the proposal. Such a waiver, if granted, will be applicable to all Vendors.

3.1.17 Proposal Due Date

All required copies of the proposal must be received at the RFP Coordinator's office no later than 4:00 p.m. Local Time (Pacific Daylight Savings Time) on the date specified in the RFP Schedule in Subsection 3.1.7 above. No other distribution of the proposal is to be made by the Vendor. Proposals received after that time and date will be considered non-responsive and will not be evaluated.

The proposals as delivered must include all parts and components as defined in the Instructions for Proposal Preparation and Submittal (RFP Section 4). The Vendor can make no additions, deletions, corrections, or amendments after the due date. Incomplete proposals will be rejected as non-responsive.

The Department reserves the right to change the proposal due date to a later date, but will not change the date to an earlier date.

3.1.18 Acceptance of Proposals

Proposals must be prepared and submitted in accordance with the Instructions for Proposal Preparation and Submittal (RFP Section 4). The Department reserves the right to reject any proposal that does not comply with the instructions.

3.2 Proposal Delivery Location

All parts of the proposal must be mailed or delivered, by means of the Vendor's own choosing, to the RFP Coordinator's office at the address shown below:

Department of Corrections
Attention: Gary Banning
Contracts and Legal Affairs Section
Re: CRFP6853
7345 Linderson Way SW
PO Box 41114
Olympia, WA 98504-1114

When hand delivering proposals, you must check in with the security at the entrance. The proposal must be received at the above address not later than the due date and time for responses to this RFP as set forth herein. Late responses shall not be accepted and will be automatically disqualified from further consideration. The Department assumes no responsibility for timely delivery or receipt of proposals. **Proposals submitted by FAX or e-mail will not be considered acceptable and will be rejected.**

The method of delivery of proposals is at the discretion of the Vendor and at the Vendor's sole risk. The RFP Coordinator does not take responsibility for any problems with the mail, either within or outside the Department. Receipt by any other office or mailroom is not equivalent to receipt by the RFP Coordinator.

3.2.1 Proprietary Information/Public Disclosure

Materials submitted in response to this competitive RFP shall become the property of the Department.

All proposals received are public records under Chapter 42.17 RCW and shall be disclosed in accordance with the requirements of that chapter.

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.17 RCW must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Vendor is

making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Department will consider a Vendor's request for exemption from disclosure; however, the Department will make a decision predicated upon applicable laws. Marking the entire proposal exempt from disclosure cannot be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure, and either chooses not to seek an injunction, or fails to seek an injunction within ten days of receiving the notice of the request.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but 24 hours' notice to the Department's Contracts Administrator is required. Requests for information should be addressed to:

Department of Corrections
Contracts and Legal Affairs
Attn: Gary Banning, Administrator
PO Box 41114
Olympia, WA 98504-1114

3.3 Proposal Evaluation

3.3.1 Advisory Committee

An Advisory Committee selected by the Department will evaluate all proposals received by the due date and time that are not rejected during the pre-screening process. A facility tour may be requested by the Advisory Committee.

3.3.2 Pre-screening

The RFP Coordinator shall first review each proposal for compliance with the requirements and instructions set forth in this RFP. Proposals found to be non-responsive will be rejected in the pre-screening process and will not be forwarded to the Advisory Committee for further review. A pre-screening checklist is attached as Exhibit C to this RFP.

3.3.3 Recommendations

Proposals will be reviewed by the Advisory Committee and/or any other sources deemed necessary by the Department. Upon completion of this review, recommendations will be forwarded to the RFP Coordinator.

3.3.4 Selection of Preliminary Site

The RFP Coordinator, or designee, will forward the Advisory Committee's recommendations to the Secretary with such other information as he/she may request. The Secretary shall consider the recommendations of the Advisory Committee and may give preliminary approval to a site. **Preliminary approval of a Vendor's proposed existing residential/office space does not give rise to an offer to lease. No lease will exist as a result of this RFP unless, and until a written lease is executed between the Department and a Vendor after resolution of any protests, successful negotiation of lease terms, and receipt of necessary permits.**

The Department reserves the right to reject any and all proposals, for any reason, at any time, without penalty to the Department or state of Washington, and to not enter into any lease as a result of this RFP. All submissions accepted will be reviewed and the final selection, if any, will be the proposal, which, in the opinion of the Department, best meets the requirements set forth in this RFP and is in the best interest of the Department. Any proposal, which is rejected as non-responsive, will not be evaluated.

3.3.5 Lease

Preliminary approval of a Vendor's proposed existing residential/office space does not give rise to a lease or commitment of the Department to lease. The Department reserves the right to reject all proposals and not to execute a lease as a result of this RFP at any time prior to the signing of a written lease.

3.3.6 Incorporation Into Lease

This RFP may be incorporated into any lease resulting from this RFP.

3.3.7 Notice of Preliminary Approval/Notice of Non-Selection

Vendors whose proposed existing residential/office spaces were not given preliminary approval by the Secretary will be sent a notice of non-selection at the address or electronic mail address given in the Qualifications Proposal Requirements, Subsection 6.1.1.

3.3.8 Vendor Debriefing

Vendors who submitted a proposal may, within one business day of receipt of the notice of non-selection, request a meeting for debriefing and discussion of their proposals. The request must be submitted to the RFP Coordinator, in writing or by e-mail. Debriefings will be completed within the five business days following the receipt of the notice of non-selection. The Department will control the scheduling of debriefings.

Debriefing will not include any comparisons of the Vendor's proposal with other proposals. Discussion will be limited to a critique of the requesting Vendor's proposal.

3.4 Protests

3.4.1 Protest Procedures

Exhaustion of the protest procedure is a prerequisite to the Vendor seeking judicial redress. Any lawsuit initiated by a Vendor involving the RFP must be filed in Thurston County of the state of Washington.

3.4.2 Protest Process

This procedure is available to Vendors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Vendor has five business days to file a protest with the Contracts Administrator; the protest must be received by the Department within five business days. Vendors protesting this RFP shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered.

Upon receipt of a Vendor protest, the Department's Contracts and Legal Affairs Section will perform a protest review. The person conducting the protest review shall not have been involved in the acquisition being protested. If necessary to obtain review by a person not involved in the acquisition being protested, The protest review shall be conducted by someone from outside the Contracts and Legal Affairs Section selected at the sole discretion of the Department. All relevant facts known to the Department will be considered and the Department within five business days of receipt of the protest will issue a decision. If additional time is required, the protesting party will be notified of the delay.

In the event that a protest may affect the interest of another Vendor that submitted a proposal, such Vendor may be given an opportunity to submit views and any relevant information on the protest to the Contracts Administrator.

All protests must be in writing and signed by a person authorized to bind the Vendor to a contractual relationship. Telegrams, e-mails, faxed documents, or similar transmittals will not be considered. The protest must state all facts and arguments reasonably known by the protesting party at the time of the protest, on which the protesting party is relying. All protests shall be addressed as follows:

Contracts Administrator
Department of Corrections
Office of Administrative Services
Contracts and Legal Affairs Section
PO Box 41114
Olympia, Washington 98504-1114

The Contracts and Legal Affairs decision constitutes the final step of the protest process. The resulting decision is final with no further administrative appeal available.

3.4.3 Grounds for Protest

Grounds for protest are limited to specific criteria. Only protests based on the following criteria shall be considered:

- a. Arithmetic errors were made in computing any score;
- b. The Department failed to follow procedures established in the solicitation document or applicable state or federal laws or regulations; or
- c. Bias, discrimination, or conflict of interest on the part of an evaluator.

3.4.4 Form and Content

Vendors shall include in their written protest all facts and arguments upon which the protest is based. The minimum form and content that Vendors are required to provide include:

- a. Information about the protesting Vendor: name of firm, mailing address, phone number, and name of individual responsible for submission of the protest
- b. Information about the acquisition, issuing agency, and acquisition method;
- c. Specific and complete statement of the Department action(s) protested and all supporting documentation;
- d. Specific reference to the grounds for the protest;
- e. Description of the relief or corrective action requested; and

3.4.5 Available Remedies

The final determination shall:

- a. Find the protest lacking in merit and uphold the Department's action; or
- b. Find only technical or harmless errors in the Department's acquisition process, determine the Department to be in substantial compliance, and reject the protest; or
- c. Find merit in the protest and pursue other options, which may include:
 - Correct errors and reevaluate all proposals; and/or
 - Reissue the solicitation document; or
 - Make other findings and determine other courses of action as appropriate.

3.4.6 Stay of Solicitation Process During Protests

In the event of a timely protest, the Department will postpone further steps in the solicitation process until the protest is resolved. The Department will not execute a lease under this RFP until the protest is decided.

3.4.7 Execution of the Written Lease

At the sole option of the Department, any lease signed by a Vendor and the Department as a result of this RFP will use the department's Standard Lease Agreement, attached hereto as

Exhibit B. In no event is a Vendor to submit its own lease terms and conditions as a response to this RFP. The Vendor may submit exceptions or modifications to the proposed terms and conditions for consideration by the Department. Any such proposed exceptions or modifications to the lease terms must be included in the submittal envelope and must, if there are changes to existing wording, identify the lease provision which is being proposed for modification. Modification requires Department approval.

3.4.8 Authority to Bind the Department

The Secretary of the Department or an appointed designee is the only individual who may legally commit the Department to the expenditure of public funds for this RFP. No cost chargeable to the proposed lease may be incurred before receipt of a fully executed written lease.

Section 4

4.1 Instructions for Proposal Preparation and Submittal

4.1.1 Proposal Organization and Number of Copies

Proposals must be submitted in two parts as follows:

- a) Submittal Envelope (1 copy) – See section 4.3 for requirements
- b) Binder (5 copies separated into Technical – Section 5, Qualifications – Section 6, and Lease Rate – Section 7)

The required composition of each part is described in later paragraphs of this section.

4.1.2 Proposal Format

Each proposal part (Technical, Qualifications, and Lease Rate) may be submitted in a single binder but must be separate parts.

Proposals must be on standard 8.5" x 11" white paper, except that charts, diagrams and the like may be on foldouts which, when folded, fit within the 8.5" x 11" format. All pages, except for those in the submittal envelope, must be consecutively numbered, starting with page 1 in each of the proposals. The page number may be located at the top or bottom as the Vendor prefers, but the location must be consistent throughout.

4.1.3 Submittal Envelope (1 copy)

The submittal envelope is to include:

- a) Letter of submittal
- b) Certifications and Assurances form (signed) See Exhibit A.

The outside of the Submittal Envelope must be labeled as follows:

Washington Department of Corrections
Submittal Envelope
Name of Vendor
CRFP6853

The envelope must be sealed when delivered. The person who takes delivery will execute a receipt, which will be signed by the delivering party with the date and time received. The required contents of the submittal envelope are specified below.

4.1.4 Letter of Submittal

The letter must be written on the Vendor's official business letterhead stationery. It must include the following, in the order given:

- a) An itemization of all materials and enclosures being forwarded collectively in response to the RFP;

- b) A reference to all RFP amendments received by the Vendor (by amendment issue date), to ensure the Vendor is aware of all such amendments in the event there are any; if none have been received by the Vendor, a statement to that effect should be included;
- c) A statement which acknowledges and agrees to all of the rights of the Department including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP;
- d) A statement that the Vendor, if selected, agrees to make the tenant improvements requested by the Department.
- e) An expression of the Vendor's willingness to enter into a lease with the Department which includes the terms and conditions of the DOC Standard Lease included as Exhibit B of this RFP; and
- f) The Vendor's guarantee that the proposal as submitted shall remain in full force and effect for a specified period of time, which must be at least 180 days from the proposal due date specified in this RFP.

The Vendor may include any other topics or statements in the letter as the Vendor deems appropriate and may wish to convey to the Department.

If the Vendor wishes to propose alternate lease language, such proposal shall be made in the body of the submittal letter or, alternatively, in a separate document referenced from the body of the letter and enclosed in the Submittal Envelope. A person authorized to bind the Vendor to a lease must sign the submittal letter.

4.1.5 Certifications and Assurances Form

A person authorized to bind the Vendor in a contractual relationship must sign the Certifications and Assurances form, which must then be included in the Submittal Envelope.

The Certifications and Assurances form is included in this RFP as Exhibit A.

4.1.6 Technical Proposal

The Technical Proposal is to contain the responses to the questions and requests for information, which appear in Section 5 of this RFP.

4.1.7 Qualifications Proposal

The Qualifications Proposal is to contain the responses to the questions and requests for information, which appear in Section 6 of this RFP.

4.1.8 Lease Rate Proposal

The Lease Rate Proposal is to contain the responses to the questions and requests for information, which appear in Section 7 of this RFP.

4.1.9 Supplemental Material

Supplemental material must be submitted in separate binder..

4.1.10 Proposal Content, Order of Appearance

The Advisory Committee will find it helpful, and the Vendor will likely find it convenient during proposal preparation, if the Vendor will repeat the number, heading, and full text of all subsections, including those which do not require a response.

Section 5

5.1 Building and Site Requirements

5.1.1 Vendor Responses:

The Vendor must respond by identifying the building and site requirement and providing sufficient narrative/written responses to allow the evaluators to fully understand how the

proposed residential/office space proposed by the Vendor meets and/or furthers the following building and site requirements. Where tenant improvements are necessary or planned sufficient information must be provided to evaluate. A Vendor response of “Read, understand, and will comply” is not sufficient.

All Vendors must respond to each item listed below in submitted proposals. Vendors must also provide accurate floor plans indicating as-built conditions. Proposals missing any portion of the requested information may be considered non-responsive and may be rejected.

Design development drawings and performance specifications will be provided by the Department only to the Vendor of the site given preliminary approval by the Secretary and if the Vendor has agreed to make the tenant improvements and enter into a lease with DOC.

The Department will require the Vendor of the site given preliminary approval to furnish architectural construction documents to meet the Department’s Leased Space Requirements and the agency addendum (if any) to include the following:

Accurate as-built drawings showing structural elements such as shear walls, columns, braces, electrical services, plumbing lines, HVAC unit locations and main ducts inside the space. These plans will be utilized during space plan development.

An accurate plan of the proposed building and its interior layout in the format specified;

The final construction documents as required by the local jurisdiction building officials for building permit and construction.

A General Administration (GA) Architect or Department Project Manager will oversee the design development and management of any remodeling.

5.1.2 Location.

- 5.1.2.1 Exact street address (if not yet assigned, locate from the nearest intersection)
- 5.1.2.2 Assessor’s Parcel Number
- 5.1.2.3 Specific Zoning Description and any potential constraints or restrictions in the use of the building. This information will be verified with the local jurisdiction prior to acceptance of the proposal.
- 5.1.2.4 Description of immediate vicinity in terms of existing uses.
- 5.1.2.5 Identify other tenants in the building or complex and their activities.

5.1.3 Parking

- 5.1.3.1 What is the applicable zoning code ratio for parking at the facility?
- 5.1.3.2 How many parking spaces are located off-street and on the building site that will be available to the agency? How are the stalls designated? (i.e. standard, compact)
- 5.1.3.3 How many barrier-free parking spaces are located on the site?
- 5.1.3.4 Is parking available on-street within a two block radius of the building? If so, is it metered?
- 5.1.3.5 If any of the proposed parking spaces are located off-street and off-site, state the distance from the facility and describe the pedestrian route from parking lot to building. Is the pedestrian route of travel ADA accessible?
- 5.1.3.6 Will there be a cost for the parking? If so, what is the monthly cost per stall?

5.1.4 Public Transportation

- 5.1.4.1 What is the distance to the nearest bus stop?
- 5.1.4.2 What is the frequency of the bus service at the nearest bus stop?
- 5.1.4.3 What is the pedestrian route from the bus stop to the front door of the building? Is the pedestrian route of travel ADA accessible?

- 5.1.4.4 Is the nearest bus stop accessible to mobility impaired individuals?
- 5.1.5 Accessibility to major highway routes of travel**
- 5.1.5.1 What is the distance to the nearest freeway interchange?
- 5.1.6 Downtown Revitalization (Include ONLY if applicable to project)**
- 5.1.6.1 Is the building located within a designated Downtown Revitalization area? If yes, applicable documentation from the local jurisdiction must be included.
- 5.1.7 Flood Plain Zone**
- 5.1.7.1 Is the site located within a flood plain? Provide reference source.
- 5.1.8 Historical Preservation (Include ONLY if applicable to project)**
- 5.1.8.1 Does the building qualify as a historic preservation site? If yes, applicable documentation from the local jurisdiction must be included.
- 5.1.9 Exterior Design**
- 5.1.9.1 Describe the exterior design of the building. Provide photographs if possible. Existing buildings that will be substantially remodeled/renovated must include preliminary architectural renderings.
- 5.1.10 Interior Design**
- 5.1.10.1 Is the proposed space located on multiple floors? If so, please describe.
- 5.1.10.2 Provide live and dead floor load capacity.
- 5.1.11 Size of Space**
- 5.1.11.1 What is the proposed square feet of available office space?
- 5.1.11.2 What is the proposed square feet of available residential space?
- 5.1.11.3 What is the rentable to usable ratio of the proposed building?
- 5.1.11.4 If the proposer requires a lease rate based on BOMA rentable then building plans showing common areas, building openings, and BOMA calculations must be provided.
- 5.1.12 Heating, ventilation, air-conditioning (HVAC)**
- 5.1.12.1 All HVAC systems will be required to meet the service and performance standards of the Leased Space Requirements, July 2005 edition. Provide a detailed description of the existing system including its age, capacity, and energy source. If the system will be upgraded or replaced, provide details of proposed upgrade and/or system.
- 5.1.13 Energy Efficiency**
- 5.1.13.1 Has there been an energy audit performed on the proposed building? If yes, when?
- 5.1.13.2 Describe the current energy saving and efficiency measures, such as building shell insulation, insulated glass, and energy source.
- 5.1.14 Lighting**
- 5.1.14.1 All lighting systems will be required to meet the Leased Space Requirements, July 2005 edition. Provide a detailed description of the existing lighting system and fixtures in regards to the state's Leased Space Requirements and the agency addendum (if any). If the system/fixtures will be upgraded, please provide details.
- 5.1.15 Date Building will be available for occupancy**
- 5.1.15.1 What is the proposed first date of occupancy, including space modifications? If tenant improvements are required to meet the program requirements, please indicate when tenant improvements can begin and when substantial completion will likely occur.

5.1.16 Availability of lessor's architect.

- 5.1.16.1 Will lessor provide an architect to the agency for review of design development documents and coordination with the DOC's consultants at their sole cost and expense?

5.1.17 Barrier free space

- 5.1.17.1 Space must be architecturally barrier-free to people with disabilities and in compliance with the latest building code standards for this occupancy type. If the space does not meet these requirements, the building owner must be willing to enter into an agreement to modify the space to meet these requirements.

5.1.18 Hazardous Material and Energy Assessment

- 5.1.18.1 Each location is subject to a hazardous substances assessment and environmental audit. If an environmental audit is required, it shall be completed at the sole cost and expense of the Vendor. Failure to meet required assessment criteria will be grounds for not considering the proposal further.

5.1.19 Vendor Responses - Programmatic

The Vendor must respond by identifying the programmatic requirement and providing sufficient narrative/written responses to allow the evaluators to fully understand and assess how the residential/office space proposed by the Vendor meets and/or furthers the following basic programmatic requirements. If the space does not meet these requirements, the Vendor must be willing to enter into an agreement to modify the space to meet these requirements. A Vendor response of "Read, understand, and will comply" is not sufficient and may result in rejection of the proposal without more description by the Vendor of how they propose to meet the requirement.

- 5.1.19.1 Bedrooms and bathrooms to serve a minimum of 25 female and 50 male occupants. The male and female bedrooms and bathrooms must be physically separated.
- 5.1.19.2 Laundry space for the residents for washers, dryers, folding space and ironing board
- 5.1.19.3 Common telephone area (with pay phones) for residents. Space to be within sight of duty office
- 5.1.19.4 Dining room with an occupant capacity of 50
- 5.1.19.5 Kitchen to prepare food for residents
- 5.1.19.6 Outdoor recreation, visiting and smoking area (more than 25 feet away from the building)
- 5.1.19.7 Library area
- 5.1.19.8 Locked mailboxes for residents and staff
- 5.1.19.9 Office space for 10 state/contract staff
- 5.1.19.10 Entrance/exit control
- 5.1.19.11 American Correctional Association office
- 5.1.19.12 Work room with space for copy machine, printer, fax and other equipment
- 5.1.19.13 Secure information technology room with hard ceiling
- 5.1.19.14 Storage for property, evidence, forms, and files
- 5.1.19.15 Male and Female staff bathrooms
- 5.1.19.16 Staff Conference room for 20 occupants
- 5.1.19.17 Group room for 20 occupants
- 5.1.19.18 TV room
- 5.1.19.19 Exercise room

- 5.1.19.20 Visiting room with adjacent bathroom
- 5.1.19.21 Controlled lobby for control desk
- 5.1.19.22 Maintenance room
- 5.1.19.23 Clothing and linen storage room
- 5.1.19.24 Private conference room
- 5.1.19.25 Urine analysis bathroom
- 5.1.19.26 Pat search area
- 5.1.19.27 Secure holding room to detain an offender
- 5.1.19.28 Controlled hazardous products storage
- 5.1.19.29 Janitorial closets
- 5.1.19.30 Outside storage if DOC will be responsible for landscape maintenance

Section 6

6.1 Vendor Firm Information

6.1.1 Vendor Name and Address

State the proposing organization's full company or corporate name and give the official representative, address, telephone number, email address (if any) and FAX number of the Vendor's office location responsible for performance under a lease with the state of Washington in the event the Vendor's facility is selected.

6.1.2 Organization

Specify how the proposing entity is organized (proprietorship, partnership, corporation).

6.1.3 Year of Organization

Specify the year in which the Vendor was first organized to do business as substantially the entity which now exists, whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change) and regardless of name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the Vendor, and the response should be formulated to provide that information as appropriate to the Vendor's business circumstances.

6.1.4 Principal Officers

Give the name, office, address, and business telephone number of the principal officers of the Vendor's organization. At a minimum, include officers who hold the following functional positions, if applicable:

- a) Board Chairman, if a corporation
- b) President or other Chief Executive Officer
- c) Corporate Secretary, if a corporation
- d) Chief Financial Officer

6.1.5 Owners

Identify by name, business address and telephone number of all owners, partners or stockholders who own ten percent (10%) or more of the proposing organization. If any corporation owns ten percent (10%) or more of the proposing organization, identify the corporation and its chief executive officer and chief financial officer.

6.2 Responsible Parties

6.2.1 Management

Identify by name, title or position, and telephone number all management-level officers of the proposing organization's performing office who would have direct responsibility for the performance of a lease resulting from this RFP.

6.3 Past and Present Relationships with the State

6.3.1 Prior and Existing Contracts

If the proposing organization, its predecessor, or any party named in the preceding subsections has contracted with the Department or any other Washington State agency during the past 24 months, identify the contract number and/or any other information available to identify such contract(s).

If no such contracts exist, so declare.

6.3.2 Vendor's Employee Relationships to State

If any party named in the preceding subsections of this Section 6 is or was an employee of the state of Washington in the past 24 months, identify the individual(s) by name, social security number, state agency by which employed, job title of position held with the State, and separation date.

If no such relationship exists, so declare.

6.3.3 Persons Employed by Both State and Vendor

If any employee of any agency of the state of Washington is employed by the Vendor, or sits on the governing board of the Vendor, as of the due date for proposal submission specified herein, identify all such persons by name, position held with the Vendor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the Department, it is determined that a conflict of interest exists or may exist, the Vendor may be disqualified from further consideration in this RFP.

If no such relationship exists, so declare.

6.4 Prevailing Wage

The selected Vendor will be required to pay the prevailing rate of wage to workers on this project unless exempted by the Department of Labor and Industries per RCW 39.04.260.

Section 7

7.1 Lease Requirements

7.1.1 Lease Rate

Lease Term: Please provide a lease rate for both a five year lease term AND a ten year lease term. NOTE: All state leases must include termination rights as described in the Term Adjustment clause included in the DOC's Standard Lease form. The DOC's Standard Lease form will be used for all proposed leases. Proposed rates must be for a building that meets our Leased Space Requirements and must be described as fully serviced or unserviced.. The State of Washington will not accept proposals that do not comply with the definitions of fully serviced or unserviced.

The proposal must clearly state whether the Lessee or the Lessor will be expected to pay for each of the following expenses: water, sewer, garbage collection, electricity, natural gas, janitorial service, restroom supplies, light bulbs and fluorescent tubes for interior fixtures. The selected Vendor will be expected to pay for the cost of design and construction of the tenant improvements requested by the DOC. Proposed lease rates may be modified by the selected

Vendor to account for estimated tenant improvement costs required by the DOC provided design development documents.

7.1.2 Commission

Although the Department encourages brokers to submit proposals, the Department does not retain real estate brokers or pay commissions.

Section 8

8.1 Proposal Evaluation Requirements

8.1.1 Evaluation Team

The Advisory Committee will perform the evaluation. Input from stakeholders may be requested by the evaluation team in their sole discretion.

8.2 Basis for Evaluation

Proposals will be evaluated in accordance with the requirements set forth in this RFP and any amendments issued.

8.2.1 Evaluation Steps

Proposals will be evaluated in two stages:

8.2.2 Preliminary screening

Proposals will first be reviewed for compliance with procedural instructions as set forth in the RFP. If a proposal is found to be non-responsive, it will be eliminated from further consideration.

8.2.3 Qualitative Review and Recommendations

Proposals that pass the preliminary screening will be evaluated by the Advisory Committee considering the following:

Responses given to the above questions,

Building efficiency and performance,

Lease rate;

The desirability of the site for program activities;

The access to public transportation available at the site;

The community impacts associated with the site; and

The zoning restrictions applicable to the geographical area in which the site is located.

After it completes its review, the Advisory Committee shall submit its recommendations to the Secretary, and the Secretary may give preliminary approval to one of the recommended sites.

The evaluation process is designed to not necessarily select the proposed existing residential/office space with the lowest lease rate or modification costs, but rather to select the proposed existing residential/office space with the best combination of attributes based upon the evaluation criteria. The Department reserves the right to lease space which, in its opinion, best meets its need, lease rate considered.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

The lease rates and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

The attached proposal is a firm offer for a period of 180 days following receipt and may be accepted by the Department without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180 day period.

In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal, or prospective lease, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the Department of Corrections will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Department and I/we claim no proprietary right to the ideas, writings, items, or samples.

I/we understand that, in connection with this acquisition:

The lease rates that have been submitted are accurate and complete.

No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

The Vendor certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12579 "Debarment and Suspension."

This proposal is subject to disclosure as a public record under Chapter 42.17 RCW.

The Vendor agrees to comply with the Americans with Disabilities Act (ADA).

I/we acknowledge that the Department has the right to cancel the RFP for any reason, at any time, without penalty to the Department or the state of Washington.

I/we understand that exhaustion of the protest procedures set forth in this RFP is a prerequisite to filing suit. It is further understood and agreed that any lawsuit resulting from the RFP must be filed in Thurston County of the state of Washington.

I certify that I am the (Title) _____ of the (organization) _____ and am authorized to enter into a lease on behalf of my organization. The information submitted with this proposal is accurate and true to the best of my knowledge.

Written Signature

Typed Signature

Company Name

Title

Date

EXHIBIT B

AFTER RECORDING RETURN TO:

Department of General Administration
Real Estate Services
P. O. Box 41015
Olympia, Washington 98504-1015

Effective 10/31/2005

STANDARD

NOTE: The underlined portions of this document may be adapted on a case-by-case basis to reflect the actual terms and conditions of a lease.

Lease No. SRL 00-0000
SR 000-00-00

(City) AAJ/ds
Page 1 of 10
Date:

LEASE

This LEASE is made and entered into between _____ whose address is _____ for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the State of Washington, _____, acting through the Department of General Administration, hereinafter called the Lessee.

WHEREAS, the Department of General Administration is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number:

Common Street Address:

USE

2. The premises shall be used by the ___ and/or other state agencies for the following purpose(s): _____.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning _____ and ending _____.

RENTAL RATE

State of Washington
Department of Corrections

CRFP6853
Exhibit B



4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

Payment shall be made at the end of each month upon submission of properly executed vouchers.

Use in five-year leases only:

4.1. The Lessee shall not be required to pay the rental rate referenced in Paragraph 4 above until all of the work requested by Lessee in Additional Lease Provisions paragraph(s) _____, and _____, has/have been completed by Lessor. Until all such work is completed and approved by Lessee, the rate of \$ _____, as required under SRL _____ shall continue in effect.

TERM ADJUSTMENT

5. Subject to expiration of Lessee's termination rights as provided in the Renewal/Cancellation paragraph herein, if any, and effective following five (5) years' of initial occupancy of the Leased Premises, Lessee reserves the following rights to adjust the term hereof:

6.1. Lessee reserves the right, at its sole option and discretion, to reduce the space leased as part of the Premises herein and/or the right to terminate this Lease in its entirety, on one hundred twenty (120) days' prior written notice to Lessor subject to the following terms and conditions:

A. In the event of a reduction in the space leased as part of the Premises (the "Reduced Space"):

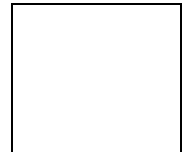
- (1) Monthly rent shall be reduced in the same proportion as said reduction in space and such reduction in rent ("the "Reduced Rent") shall be effective upon the date said portion of the Premises is vacated by Lessee. The Reduced Space shall be limited to space reasonably capable of being utilized by a replacement tenant; and
- (2) Lessee shall pay Lessor the following:
 - (a) The Reduced Rent discounted to present value at an annual rate of 5%; and
 - (b) The unamortized cost of additional tenant improvements attributable to the Reduced Space, if any, which exceeded Lessee's Leased Space Requirements and were financed by Lessor subject to reimbursement by Lessee as provided in the Lease.

B. In the event of a termination of the Lease in its entirety, Lessee shall pay Lessor the following:

- (1) A sum equal to the remaining rental payments due and payable to Lessor under the Lease discounted to present value at an annual rate of 5%; and
- (2) The unamortized cost of additional tenant improvements, if any, which exceeded Lessee's Leased Space Requirements and were financed by Lessor subject to reimbursement by Lessee as provided in the Lease.

6.2 Lessee reserves the right, at its sole option and discretion, to vacate all or any portion of the Leased Premises on one hundred twenty (120) days' prior written notice to Lessor subject to the following terms and conditions:

- A. Expenses excluding base rent payable by Lessee to Lessor including, without limitation, operating expense, real estate taxes and assessments, parking, etc., will be reduced in an amount equal to the amount of vacated space divided by the total area of the Leased Premises.



- B. Lessor shall, at Lessee's sole option and discretion, market said vacated Premises for lease to the general public including, without limitation, hiring a brokerage firm to market the space and recruit potential tenants.
- C. Lessee may contribute up to twenty-five (25%) of the remaining rental payments due and payable under the Lease towards Lessor's actual expense of securing a replacement tenant, at its sole option and discretion. Said payment shall be subject to Lessee's complete release by Lessor from all obligations associated with the Lease effective upon occupancy by a replacement tenant. Said expense of securing a replacement tenant shall be limited to the cost of brokerage and real estate commissions, tenant improvements, alterations/improvements and reduction of rent payments. In the event that the Lease is assigned to another state agency, Lessee shall not be required to reimburse Lessor for any brokerage or real estate commissions.
- D. Lessee may defer payment of rent to Lessor during the remaining Lease term subject to the mutual agreement of the parties. During said rent deferment period, Lessee may, at its sole option and discretion, assign the Lease to another state agency. Said rent deferment shall terminate upon assignment of the Lease, occupancy by a new tenant or the expiration of the rent deferment agreement, whichever first occurs.

EXPENSES

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, exterior and interior window washing, landscape and irrigation water, and janitor service. Janitor service includes exterior and interior window washing, restroom supplies and light bulb replacement, as set forth in Exhibit "J" which is attached hereto and incorporated by reference.

MAINTENANCE AND REPAIR

7. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators, including communications systems; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

ASSIGNMENT/SUBLEASE

8. The Lessee may assign this Lease or sublet the premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

9. The Lease may, at the option of the Lessee, be renegotiated for an additional ____ () years.

PAYMENT

10. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

11. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

12. The Lessee, upon the written authorization of the Department of General Administration, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of General Administration. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

REMODEL

13. The Lessor shall, at Lessor's sole cost and expense, on or before _____, complete in a good and workmanlike manner alterations as noted on the attached plan # _____ (Exhibit "A"), approved by the Design Manager on _____, also with attached specifications approved by the Design Manager on _____, initialed by both parties hereto and incorporated herein by reference.

For alterations/remodeling to be PAID IN FULL IN CASH OR STATE WARRANT, the following will be included with the above paragraph:

Lessor shall be reimbursed _____, which includes Washington State sales tax upon satisfactory completion of the above mentioned alterations, as verified by the Design Manager. Lessee shall make such payment in cash or state warrant, upon receipt of Authority to Pay from the Design Manager.

For alterations/remodeling to be AMORTIZED, the following will be included with the above paragraph:

Upon satisfactory completion of the above mentioned alterations, Lessee shall pay to Lessor the amount of _____ (which includes Washington state sales tax) at the rate of _____ per month including interest at the rate of _____ % per annum effective _____ through _____.

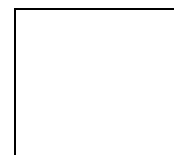
Lessee reserves the right to accelerate payment of amortized tenant improvement costs at anytime during the term of the Lease, without penalty or added cost, by paying the Lessor the then unamortized principal balance.

ALTERATIONS/IMPROVEMENTS

14. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or

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mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

15. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

16. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of General Administration of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

ENERGY

18. The Lessor, or authorized representative, in accordance with RCW 43.19.685, has conducted a walk-through survey of the leased premises with a representative of the Director of the Department of General Administration. Lessor will undertake technical assistance studies and/or subsequent acquisition and installation of energy conservation measures identified as cost effective by the survey.

REIMBURSEMENT FOR DAMAGE TO PREMISES

19. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

20. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby



leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

WITHHOLDING OF RENT PAYMENTS

21. If the Lessor fails to maintain, repair and/or improve the premises as set forth herein, the Lessee may, if authorized by the Department of General Administration, withhold ten percent (10%) of rent payments until such time as Lessor completes deficient maintenance, repair and/or improvements. Upon receipt of documentation of Lessor's noncompliance with maintenance, repair and/or improvement provisions and a written request to withhold rent payments from the Lessee, the Department of General Administration shall provide Lessor with a list of deficient maintenance, repair and/or improvement items and notify Lessor that Lessee has been authorized to withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Lessee shall place all withheld rent payments in an interest bearing account. Withheld rent payments plus accrued interest will be remitted to Lessor after the Department of General Administration verifies that Lessor has satisfactorily completed all maintenance, repair and/or improvements and authorizes Lessee to remit the withheld rent. Nothing in this provision shall limit other remedies which may be available to Lessee under this Lease.

DATE COMPLIANCE

22. All building systems controls which are time or date sensitive shall operate correctly with dates in the 20th or 21st century, so that the functions, calculations, and other computing processes of the systems controls perform in a consistent manner regardless of the date in time on which the systems controls are actually performed and regardless of the Date Data input to the systems controls, whether before, during or after the year 2000, and whether or not the Date Data is affected by leap years.

"Date Data" means any data, formula, algorithm, process, input or output which includes, calculates, or represents a date, a reference to a date, or a representation of a date; including, but not limited to the following:

- a) No value for current date will cause any interruption in operation. Current date means today's date as known to the equipment or product.
- b) Date-based functionality will behave consistently for dates prior to, during, and after year 2000.
- c) In all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or a suitable interface rule.

CONDEMNATION

23. If all the premises or such portions of the Building as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.



HOLDING OVER

24. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

SUBORDINATION

25. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

CAPTIONS

26. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

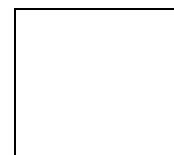
NOTICES

27. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: _____

LESSEE: Department of General Administration
Buildings, Grounds & Real Estate Services
210 11th Avenue SW., Room 230
Post Office Box 41015
Olympia, Washington 98504-1015

SRL 00-0000



IN WITNESS WHEREOF, the parties subscribe their names.

LESSOR NAME

STATE OF WASHINGTON

By: _____

Title: _____

Date: _____

Acting through the Department
of General Administration

Robert A. Bippert, Senior Deputy Assistant Director
Buildings, Grounds & Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

Real Estate Agent
Buildings, Grounds and Real Estate Services

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

Choose a jurat from below and erase the others.

CORPORATE JURAT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, A.D., 20_____, before me personally appeared _____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

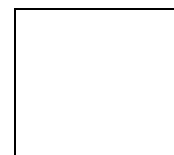
In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

INDIVIDUAL JURAT

STATE OF _____)
State of Washington
Department of Corrections

CRFP6853
Exhibit B



County of _____) ss.
_____)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

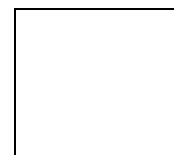
MULTI USE JURAT

STATE OF _____)
_____) ss.
County of _____)

On this ____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____



DO NOT DELETE

STATE OF WASHINGTON)

) ss.

County of Thurston

)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 20_____, personally appeared before me ROBERT A. BIPPERT, Senior Deputy Assistant Director, Buildings, Grounds & Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,

Residing at _____

My commission expires _____

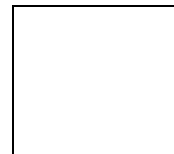


EXHIBIT C

RESPONSIVENESS CHECKLIST CRFP6853

Submitted by: _____

_____ Proposal submitted by or before 4:00 PM on May 19, 2006.

_____ Submittal letter and envelope - 1 copy

_____ Certifications and Assurances, Exhibit A

_____ 5 copies of Proposals to include the following sections:

_____ Technical Proposal

_____ Qualifications Proposal

_____ Lease Rate Proposal

NOTE: "Yes" Answers must be given in each element for the proposal to be considered responsive.